

## ADDENDUM N° 2

to the Host City Contract for the Games of the XXXII Olympiad in the year 2020 entered into by and between the City of Tokyo (the "City"), the Japanese Olympic Committee (the "NOC") and the International Olympic Committee (the "IOC") on 7 September 2013 (the "HCC 2020").

### WHEREAS:

WHEREAS, the City, the NOC and the IOC have entered into the HCC 2020 on 7 September following the election of Tokyo as Host City of the Games of the XXXII Olympiad by the 125<sup>th</sup> IOC Session in Buenos Aires on 7 September 2013.

WHEREAS, the Tokyo Organising Committee of the Olympic and Paralympic Games (the "OCOG") has adhered to the HCC 2020 and has become a full party thereto, pursuant to the terms of a "joinder agreement" entered into by and between the City, the NOC, the IOC and the OCOG (together the "Parties") on 6 August 2014 (the "Joinder Agreement").

WHEREAS, on 4 May 2017, the Parties have entered into an Addendum n°1 to the HCC 2020 regarding the application of the HCC Operational Requirements 2015.

WHEREAS, the Recommendation 1.6 of the OLYMPIC AGENDA 2020 unanimously agreed at the 127<sup>th</sup> IOC Session in Monaco on the 8<sup>th</sup> and 9<sup>th</sup> of December 2014 (the "AGENDA 2020") provides the following:

*Recommendation 1*  
*Shape the bidding process as an invitation*  
6. *The IOC to make the Host City Contract (HCC) public.*

WHEREAS, in light of the recommendation set forth in the Recommendation 1.6 of the AGENDA 2020, the Parties have reached an agreement to modify the confidentiality clause set forth in Section 85 of the HCC 2020.

Today, therefore the Parties agree that Section 85 of the HCC 2020 shall be modified as follows:

The current provision is deleted and is replaced by the new provision, as reproduced below.

The current text reading as follows:

*Section 85 Confidentiality - "Each of the parties hereto agree to keep confidential this Contract and all confidential data and information provided to such party by any other party in connection with the negotiation, execution and performance of this Contract, unless and to the extent that disclosure is necessary for financial, legal or governmental proceedings. Each of the City, the NOC and the OCOG shall have the right to make limited disclosure, on a need-to-know basis, of the terms of this Contract to its affiliates, licensees, suppliers, contractors or other persons, where necessary, to enable it to exercise its rights hereunder; provided, that all such persons or entities to whom disclosure is made shall also agree in writing to respect this confidentiality provision. The IOC shall have (i) the same disclosure rights as the City, the NOC and the OCOG, (ii) the right to disclose the terms of, or provide copies of, this Contract to its staff and advisors, other organizing committees, IOC Television and Marketing Services SA, the OBO, the Olympic Museum, any other host city and their respective staff and advisors, and (iii) the right to disclose the terms of this Contract to any other person or entity deemed necessary or desirable by the IOC in connection with the exercise of its rights hereunder or its performance of this Contract; provided, that all such persons or entities (other than members of the Olympic Family and any staff or advisors who are subject to internal policies or professional duties requiring confidential treatment of any such information) to whom disclosure is made shall also agree in writing to respect this confidentiality provision."*

*E. H.*

is deleted and replaced by the new provision reading as follows:

*C.D  
K.S*

*T.M  
1*

*JKH*

**Section 85 Confidentiality** – “Each of the Parties hereto undertakes to keep confidential all data, documents and information provided to such party by any other party in connection with the negotiation, execution and performance of this Host City Contract, subject to the following terms and conditions:

- a. each of the Parties shall have the right to publicly disclose the following documents: this Host City Contract (for clarity not including any other documents included therein by reference), the Joinder Agreement, the Host City Contract Operational Requirements (version September 2015 and any future version thereof as may be applicable between the Parties pursuant to Section 6 of the Host City Contract), the Addendum n° 1 to this Host City Contract (including its Appendix 1), the Addendum n° 2 to this Host City Contract and any future addendum to this Host City Contract entered into by and between the Parties.
- b. each of the Parties shall have the right to disclose any data, documents and information referred to in, or otherwise related to, this Host City Contract:
  - i. to the extent that such disclosure is necessary for legal or governmental proceedings; and
  - ii. after notifying the other Parties in writing, in a timely manner, of such intended disclosure and providing details in relation to the applicable legal or governmental proceedings; and
- c. each of the Parties shall have the right to make a limited disclosure of any data, documents and information referred to in, or otherwise related to, this Host City Contract, on a need-to-know basis, to its affiliates, licensees, suppliers, contractors or other persons, where necessary to enable it to exercise its rights hereunder and provided that all such persons or entities to whom disclosure is made agree in writing to respect this confidentiality provision.”

The Parties agree that, except for the modifications expressly agreed between the Parties pursuant to this Addendum n° 2, the HCC 2020, the Addendum n° 1 and the Joinder Agreement shall continue to apply, in full force and effect and without further modifications.

[signatures on next page]

*E.H.*  
*C.D.*  
*K.S.* 2 *T.M.*  
*AM*

The Tokyo Organising Committee of the Olympic and Paralympic Games



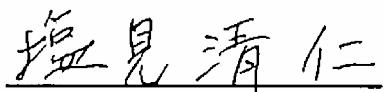
Date: 04/28/2017

The Japanese Olympic Committee



Date: 4.28.2017

The City of Tokyo



Date: 4.28.2017

The International Olympic Committee



CHRISTOPHE DUBOIS  
OLYMPIC GAMES EXECUTIVE DIRECTOR

Date: 5. 06. 2017



LINDA HODDAD  
FINANCE DIRECTOR

E.H.

C.D

K.S

3 T.M

